

STATE OF INDIANA

)

IN THE MARION CIRCUIT COURT

) SS:

COUNTY OF MARION

)

AVC NO. 04-022

IN RE: CAMCO, INC.,

)

doing business as

)

THE OAKS OF EAGLE CREEK APARTMENTS,

)

)

Respondent.

)

FILED

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JUL 13 2004

Donna L. ...
CLERK OF THE
MARION CIRCUIT COURT

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, and the Respondent, Camco, Inc., doing business as The Oaks of Eagle Creek Apartments, enter into an Assurance of Voluntary Compliance ("Assurance"), pursuant to Indiana Code § 24-5-0.5-7.

Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. The Respondent is a foreign corporation based in Illinois and engages in the leasing of apartments in Marion County, from its principal place of business located at 5483 Holly Springs Drive, Indianapolis, Indiana.
2. The terms of this Assurance apply to and are binding upon the Respondent, its employees, agents, representatives, successors, and assigns.
3. The Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Indiana Code § 4-6-9-4 and Indiana Code § 24-5-0.5-1, *et seq.*

4. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing either orally or in writing that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which it knows or should reasonably know that it does not.

5. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing either orally or in writing that the subject of a consumer transaction is of a particular standard, quality, grade, style, or model, if it is not and if the supplier knows or should reasonably know that it is not.

6. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing either orally or in writing that that the consumer will be able to purchase the item as advertised by the supplier, if the supplier does not intend to sell it.

7. The Respondent, in soliciting and/or contracting with Indiana consumers, agrees to fully comply with the Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, *et seq.*

8. Upon execution of this Assurance, the Respondent shall pay costs in the amount of Five Hundred Dollars (\$500.00) to the Office of the Attorney General.

9. The Respondent shall not represent that the Office of the Attorney General approves or endorses the Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

10. The Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

11. The Office of the Attorney General shall file this Assurance with the Circuit Court of Marion County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 6TH day of July, 2004.

STATE OF INDIANA

STEVE CARTER
Indiana Attorney GeneralBy: Terry Tolliver
Deputy Attorney General
Atty. No. 22556-49
Office of Attorney General
402 W. Washington, 5th Floor
Indianapolis, Indiana 46204
Telephone: (317) 233-3300

RESPONDENT


CAMCO, INC.

Carla Young Kennedy

Printed Name

President

Title

Approved: Donald W. DeBone,
Respondent's CounselAPPROVED, this ____ day of JUL 14 2004, 2004.
Judge, Marion County Circuit Court~~Distribution:-~~Terry Tolliver
Office of the Attorney General
Consumer Protection Division
302 West Washington Street, 5th Floor
Indianapolis, IN 46204Donald W. DeBone
Carter & DeBone, LLC
8720 Castle Creek Parkway, Suite 123
Indianapolis, IN 46250